

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

TROUTMAN SANDERS LLP,

Plaintiff,

-against-

GERTRUDE NEUMARK ROTHSCHILD,

Defendant.

Index No. \_\_\_\_\_

**COMPLAINT**

**RECEIVED**

AUG 20 2010

TIMOTHY G. EDGM  
COUNTY CLERK  
COUNTY OF WESTCHESTER

Plaintiff Troutman Sanders LLP (“Troutman” or “Plaintiff”), for its Complaint against defendant Gertrude Neumark Rothschild (“Rothschild” or “Defendant”) alleges as follows:

**NATURE OF ACTION**

1. This action seeks damages for breach of contract, *quantum meruit* and unjust enrichment, arising out of Rothschild’s failure to pay Troutman significant legal fees and related expenses. Troutman earned these fees and incurred these expenses while successfully representing Rothschild in multiple actions and proceedings, both in the United States and abroad, to enforce rights arising out of her ownership of two patents concerning light emitting diode technology.

2. Troutman’s efforts on Rothschild’s behalf resulted in a significant settlement paid to Rothschild by one of the largest LED manufacturing companies in the world. Despite the benefits Rothschild received from Troutman’s services, Rothschild has failed and refused to pay Troutman for those services.

### **PARTIES AND VENUE**

3. Troutman is a Georgia Limited Liability Partnership, with its principal office address located in Atlanta, Georgia. Troutman maintains an office in the County, City and State of New York.

4. Upon information and belief, Rothschild is a resident of the State of New York, County of Westchester, residing in Rye, New York. Rothschild is a professor emerita in the Applied Physics and Applied Mathematics department at Columbia University.

5. Venue is appropriate in Westchester County pursuant to C.P.L.R. § 503(a) based upon the Defendant's residence.

### **FACTS COMMON TO ALL CLAIMS**

6. In or about 1993, Rothschild obtained two patents on certain semiconductors (the "Patents") from the United States Patent and Trademark Office.

7. Prior to November 1, 2009, Albert Jacobs, Jr., and other lawyers working with him, represented Rothschild in connection with disputes related to Rothschild's Patents.

8. On November 1, 2009, Albert Jacobs, Jr. became a member of Troutman. From and after November 1, 2009, Jacobs and others continued their representation of Rothschild. Rothschild has not paid any of the monthly invoices rendered to Rothschild for work from November 2, 2009.

9. In June 2010, as a direct result of Troutman's successful legal work, Troutman obtained a significant settlement for Rothschild from one of the largest LED manufacturing companies in the world. Within days of receiving this settlement, Rothschild fired Troutman and refused to pay Troutman's invoices, totaling \$2,419,748.42.

10. Troutman has demanded that Rothschild pay her outstanding balance, but Rothschild has refused.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

11. Plaintiff re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 10 above.

12. Rothschild and Troutman had an agreement pursuant to which Troutman would render legal services to Rothschild in connection with her Patents, and would incur related expenses on her behalf, and Rothschild would pay Troutman for those services at Troutman's usual and customary rates and reimburse Troutman for the related expenses.

13. Troutman duly performed its obligations under the parties' agreement, rendering legal services to Rothschild and incurring related expenses on her behalf.

14. Rothschild has breached her agreement with Troutman, and has failed to pay for legal services Troutman rendered, and has also failed to reimburse Troutman for related expenses incurred.

15. By virtue of the foregoing, Troutman has been damaged in the amount of \$2,419,748.42, reflecting the total unpaid amounts of fees for services and related expenses incurred pursuant to the parties' agreement.

**SECOND CAUSE OF ACTION**  
**(Quantum Meruit/Unjust Enrichment)**

16. Plaintiff re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 15 above.

17. As set forth above, from November 2009 through June 2010, Troutman rendered legal services to Rothschild in good faith, and incurred related expenses on her behalf.

18. Troutman performed these services and incurred these expenses with the reasonable expectation that Rothschild would pay Troutman for those services and reimburse those expenses.

19. Rothschild was aware of Troutman's expectation of payment and reimbursement.

20. Rothschild accepted the benefit of Troutman's legal services rendered and expenses incurred.

21. Rothschild has failed and refused to pay Troutman for legal services, and to reimburse Troutman for expenses, together reasonably worth \$2,419,748.42.

22. As a result of the foregoing, Rothschild has been unjustly enriched at Troutman's expense, and Troutman is entitled to a judgment against Rothschild in *quantum meruit*, in the amount of \$2,419,748.42, which amount Troutman has demanded but Rothschild has refused to pay.

**WHEREFORE**, Plaintiff Troutman Sanders LLP requests judgment against Defendant Gertrude Neumark Rothschild as follows:

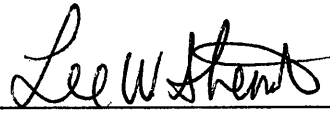
A. On the First Cause of Action, awarding Plaintiff damages in the amount of \$2,419,748.42;

B. Alternatively, on the Second Cause of Action, awarding Plaintiff damages in the amount of \$2,419,748.42; and

C. Granting such other and further relief as the Court deems just and proper, together with interest, attorneys' fees, costs and disbursements of this action.

Dated: New York, New York  
August 19, 2010

TROUTMAN SANDERS LLP  
*Attorneys for Troutman Sanders LLP*

By:   
Lee W. Stremba, Esq.

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Defendant.

SUMMONS AND COMPLAINT

**TROUTMAN  
SANDERS**

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NEW YORK, NEW YORK 10174  
(212) 704-6000

To \_\_\_\_\_  
Attorney(s) for \_\_\_\_\_  
Service of a copy of the within \_\_\_\_\_ is hereby admitted  
Dated, \_\_\_\_\_  
Attorney(s) for \_\_\_\_\_